SINGLE SOURCE AWARD **BID # SS-0536-18**

Subject: Service Agreement for the RADPRO SecurePass Scanners located at the Department of Corrections
Department: Jacksonville Sheriff's Office

Description of Purchase: Recommend approval of Single Source award to Virtual Imaging, Inc. for a Service Agreement for the RADPRO SecurePass Scanners located at the Department of Corrections. The service agreement (#070118) includes annual preventative maintenance and parts and labor for repairs for a three (3) year period from July 1, 2018 through June 30, 2021. The total discounted expenditure amount for the three (3) year period is $110,228.00. The total expenditure amount for FY18 is $9,190.66.

Funding Source: SHCO011JLPT-05216 To be executed by Purchase Order(s) with quarterly payments.

Single Source Award To: Virtual Imaging, Inc.

Price Justification: See Attached

Total Award: $110,228.00 **Requisition #:** N/A

Attachments: Single Source Form, Recommendation Memo, Vendor Letter, Vendor Quote

Certification as to Single Source: Tammy Morris, Director of Corrections

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Marleen Doran

Analyst: Marleen Doran

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

07/26/18 13:18:23
Procurement Division

From: Tammy Morris
Director of Corrections

Subject: Single Source Award Request – Virtual Imaging, Inc.

Date: July 18, 2018

The Jacksonville Sheriff's Office (JSO) is requesting a single source award with Virtual Imaging, Inc., for a Service Agreement for the RADPRO SecurePass Scanners located at the Department of Corrections. The service agreement (#070118) includes annual preventative maintenance and parts and labor for repairs for a three (3) year period beginning July 1, 2018 through June 30, 2021. The total discounted expenditure amount for the three (3) year period is $110,228.00, to be processed and paid by purchase orders with quarterly payments. The total expenditure amount for FY18 is $9,190.66. The funding source is SHCO011JLPT - 05216.

Attached is a copy of the quote and Service Agreement from Virtual Imaging, Inc., along with the single source request form. Please let me know if you require any additional information. Thank you for your assistance.

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Jacksonville Sheriff's Office

FUNDING SOURCE: SHCO011JLPT - 05216

BRIEF DESCRIPTION OF GOODS/SERVICES:

Service Agreement for Routine Preventive Maintenance and repair services for RadPro SecurePass Whole Body Scanners for the Department of Corrections Jacksonville Sheriff's Office for a period of service from July 1, 2018 through June 30, 2021.

AMOUNT OF PROJECT (attach quote): $110,288.00 total for 3 year agreement; FY18 $9,190.66

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

Service Agreement for Routine Preventive Maintenance and repair services for RadPro SecurePass Whole Body Scanners for the Department of Corrections

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Virtual Imaging, Inc., is the authorized Canon Dealer providing preventative maintenance and repair services for the Canon RadPro SecurePass Whole Body Scanner

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

We have researched the availability of other service providers and Virtual Imaging, Inc., is the only authorized vendor who can provide preventative maintenance and repair services for the Canon RadPro Secure Whole Body Scanner

Submitted by: Deidra Baines — Procurement Manager

(Name) **(Title)**

Date:

Requesting Agency's Director's Signature: 5839

EXHIBIT A
EQUIPMENT MANAGEMENT FORM
Duval County Sheriff's Office – SVC # 070118

Equipment Identifiers VI Inventory # S/N #	Equipment/Location	Options	Plan	Effective Date	Annual $
DUVC100-001 Serial # 451	RadPRO SecurPASS Main Front Lobby	Platinum 1 Year Total $8,500.00 3 Year Total $22,950.00	Contract Coverage Hours (Mon-Fri – 8am – 5pm) No Company Observed Holidays Parts and Labor 2 PM per year coverage within contract hours	07/01/18	$8,500.00
DUVC100-002 Serial # 452	RadPRO SecurPASS Main Intake	Platinum 1 Year Total $8,500.00 3 Year Total $22,950.00	Contract Coverage Hours (Mon-Fri – 8am – 5pm) No Company Observed Holidays Parts and Labor 2 PM per year coverage within contract hours	07/01/18	$8,500.00
DUVC100-003 Serial # 454	RadPRO SecurPASS MCC B Building	Platinum 1 Year Total $8,500.00 3 Year Total $22,950.00	Contract Coverage Hours (Mon-Fri – 8am – 5pm) No Company Observed Holidays Parts and Labor 2 PM per year coverage within contract hours	07/01/18	$8,500.00
DUVC100-004 Serial # 455	RadPRO SecurPASS MCC D Building	Platinum 1 Year Total $8,500.00 3 Year Total $22,950.00	Contract Coverage Hours (Mon-Fri – 8am – 5pm) No Company Observed Holidays Parts and Labor 2 PM per year coverage within contract hours	07/01/18	$8,500.00
DUVC100-005 Serial # 439	RadPRO SecurPASS CTC	Platinum Prorated Total $3,541.66 (01/22/19-06/30/19) 3 Year Total $18,487.66	Contract Coverage Hours (Mon-Fri – 8am – 5pm) No Company Observed Holidays Parts and Labor 2 PM per year coverage within contract hours	01/22/19 through 06/30/21	$8,500.00

PLEASE SEE TERMS AND CONDITIONS ATTACHED HERETO AND MADE A PART HEREOF FOR PARTS AND SERVICES NOT COVERED.

Annual Plan Cost/w multi-year discount $36,762.66
3 Year Cost $110,288.00

Initials: _____
Date: _____
Virtual: _____
Date: _____

SERVICE AGREEMENT

This Service Agreement # 070118 is entered into by and between Virtual Imaging, Inc. ("Virtual Imaging") and **Duval County Sheriff's Office** ("Customer").

Equipment Address:
Duval County Sheriff's Office
500 East Adams Ave.
Jacksonville, FL 32202

Billing Address:
Same as Equipment Address

Equipment Type: *See Exhibit A - Equipment Management Form, a copy of which is attached hereto and made a part hereof.*

Virtual Imaging and **Customer** agree that Virtual Imaging shall provide service and/or replacement part coverage as specified on Exhibit A – Equipment Management Form to the Customer for the equipment listed on Exhibit A - Equipment Management Form ("Equipment"), subject to the terms and conditions contained herein and in the included Exhibit B - Terms and Conditions attached hereto and made a part of this Service Agreement. This Service Agreement together with Exhibits A and B are collectively referred to as the "Agreement." The term of this Agreement shall begin on **7/01/18** and end on **6/30/21** (the "Term").

Total Annual Price: **$36,762.66 / year** (Plus Applicable Tax) (w/multi-year discount)
4 Quarterly Installments: **$9,190.66 / quarterly** (Plus Applicable Tax)

Total 3 Year Price: **$110,288.00 / 3 year total** (Plus Applicable Tax) (w/multi-year discount)
12 Quarterly Installments: **$9,190.66 / quarterly** (Plus Applicable Tax)

Price Includes: *See attached Exhibit A - Equipment Management Form*

Billing: **Customer will be billed quarterly in advance of each upcoming quarter. Customer's invoices are due and payable within thirty (30) days of the invoice date. Customer's first quarterly invoice will cover the period beginning on 07/01/18 and ending on 09/30/18. Notwithstanding the foregoing, Virtual Imaging will not be obligated to perform pursuant to this Agreement until the initial quarterly payment is received by Virtual Imaging.**

This Agreement is subject to and contingent upon Virtual Imaging's inspection of the Equipment. As determined from Virtual Imaging's inspection and in its sole determination, if any Equipment is not up to Virtual Imaging's standard or has pre-existing conditions, all such Equipment must be repaired by Virtual Imaging, at Customer's sole cost and expense, and fully functional prior to being covered under this Agreement.

By execution of this Agreement by an authorized signatory, Customer acknowledges and agrees that it has read, understands and agrees to be bound by the terms and conditions of this Agreement, as well as any additional terms and conditions checked below, copies of which are attached hereto (if applicable).

ADDITIONAL TERMS AND CONDITIONS

☐ Protection Plus CXDI-710C/810C Wireless Detectors
☐ Protection Plus CXDI-701C/801C/401C Wireless Detectors

Acceptance Signature:

Customer:

Signature **Date**

Printed Name and Title

Virtual Imaging:

Tsuneo Imai/ President **Date**

Exhibit B

Terms and Conditions to the Service Agreement For the Platinum, Gold and Silver Service Plans

The Service Agreement is subject to the following terms and conditions (the "Terms and Conditions"). For purposes of this Exhibit B, all references herein to the term "Agreement" will mean the Service Agreement, together with Exhibit A attached thereto and this Exhibit B. All defined terms used herein but no so defined will have the meanings ascribed thereto in the Service Agreement. All prior and/or contemporaneous negotiations and agreements, oral or written, between Virtual Imaging and Customer as it relates to the service plans outlined below (Platinum Service Plan, Gold Service Plan and/or Silver Service Plan) purchased by Customer pursuant to this Agreement are superseded by these Terms and Conditions. Any terms different from or in addition to these Terms and Conditions, whether communicated orally, or contained in any Customer proposal, acknowledgment, invoice or any other document used by Customer will not form part of this Agreement, even if Customer purports to condition Customer's acceptance of this Agreement on Virtual Imaging's agreement to such different or additional terms or conditions, and Virtual Imaging hereby expressly rejects all such different or additional terms and conditions.

Service Plans Features

Platinum Service Plan – Subject to the terms and conditions set forth herein, the Platinum Service Plan includes:

- Routine Preventive Maintenance (which encompasses cleaning, lubrication and adjustments – See Section entitled "Routine Preventive Maintenance" below for further details and restrictions) and repair service (which includes time and labor for repair of the Equipment) (hereinafter Routine Preventive Maintenance and repair service is collectively referred to as the "Service") for the Equipment.
- Equipment Part Coverage (which includes providing replacement parts for the Equipment, subject to the exclusions outlined below under the Section below entitled "Exclusions").
- Includes coverage under Protection Plus for CXDI-701C/801C/401C Wireless Detectors and/or Protection Plus for CXDI-710C/810C Wireless Detectors, as applicable. Separate terms and conditions apply for each of Protection Plus for CXDI-701C/801C/401C Wireless Detectors and Protection Plus for CXDI-710C/810C Wireless Detectors, which are attached to this Agreement, as applicable, and each of these programs is subject to change or termination by Virtual Imaging, in its sole discretion.

Gold Service Plan – Subject to the terms and conditions set forth herein, the Gold Service Plan includes:

- Service (as defined above under the "Platinum Service Plan") for the Equipment.
- Equipment Part Coverage – which includes providing replacement parts for the Equipment, subject to the exclusions outlined below the under the Sections below entitled "Exclusions" and "Additional Terms and Conditions for Gold and Silver Service Plans- Equipment Part Coverage Exclusions."

Silver Service Plan – Subject to the terms and conditions set forth herein, the Silver Service Plan includes:

- Equipment Part Coverage – which includes providing replacement parts for the Equipment, subject to the exclusions outlined below under the Sections below entitled "Exclusions" and "Additional Terms and Conditions for Gold and Silver Service Plans-Equipment Part Coverage Exclusions."

Term and Termination – The Term of this Agreement is set forth on the first page of the Service Agreement. Either party may terminate this Agreement in the event that the other party materially breaches any of the terms or conditions of this Agreement and fails to cure said breach within thirty (30) days after its receipt from the non-breaching party of written notice outlining such breach. Notification of the breach must be sent by the non-breaching party to the breaching party via a nationally recognized overnight carrier service. Material breach, for purposes of this Agreement, means a breach of any term or condition of this Agreement, including, without limitation, Customer's timely payment of all amounts due under this Agreement. Notwithstanding the foregoing, Virtual Imaging will have the right to immediately terminate this Agreement as further provided in the Section below entitled "Exclusions." In the event that Customer terminates this Agreement for any reason other than due solely to Virtual Imaging's uncured material breach, Customer will be required to immediately pay to Virtual Imaging all amounts due and owing under this Agreement, including, if applicable, the remaining quarterly charges due for the balance of the Term, and Customer agrees that in addition to such payment, Virtual Imaging will be entitled to recover any other damages available to it at law or equity as a result of or in connection with such termination.

Customer Phone Support - Customer phone support (which includes technical and applications support for the Equipment covered by this Agreement) is available from 8:00 AM to 8:00 PM (EST) Monday through Friday (except for Virtual Imaging observed holidays, a list of which will be

provided by Virtual Imaging to Customer upon Customer's written request, referred to herein as "Observed Holidays") by calling Virtual Imaging's Call Center at 561-893-8400.

Equipment Part Coverage Delivery - Orders for Equipment parts which are covered by this Agreement can be made by calling Virtual Imaging's Call Center at 561-893-8400. Orders for parts covered pursuant to this Agreement will be shipped by Virtual Imaging on the same day via overnight service for next day delivery provided that such order is received by Virtual Imaging Monday through Friday (except for Observed Holidays) before 4:00 PM (EST). Orders for Equipment parts which are covered by this Agreement that are received by Virtual Imaging after 4:00 PM (EST) will be shipped by Virtual Imaging on the next business day.

Charges - Customer will be billed in advance for the upcoming quarter and payment in full in U.S. dollars is due to Virtual Imaging within thirty (30) days of the invoice date ("Due Date"). Applicable taxes will be added to the charges and reflected in the invoice sent to Customer. Prepaid charges will not be refundable except as provided in the Section below entitled "Exclusions." Customer will be placed on collect on delivery (COD) status if payment is not received on the Due Date. A late charge of 1.5% per month (or the maximum legal interest rate allowed by applicable law, if less) will be assessed for payments not received by the Due Date. Additionally, Virtual Imaging may withhold Service under this Agreement in whole or in part until any delinquent payment is received by Virtual Imaging. If payment is delinquent and cannot be collected on demand, Customer agrees to pay all costs and expenses incurred by Virtual Imaging, including reasonable attorney's fees and court costs, in connection with Virtual Imaging's efforts to collect any payment due by Customer pursuant to this Agreement. Customer is responsible for all state, local or excise taxes levied on Service or sales during the Term of this Agreement. If Customer is tax-exempt, a current tax-exemption certificate must be mailed to Virtual Imaging immediately upon execution by Customer of this Agreement.

Exclusions

(a) Software (which includes, but is not limited to operating software, diagnostic software and firmware) is not covered under this Agreement. Notwithstanding the foregoing, during the Term of this Agreement, Virtual Imaging will provide updates for RadPRO® and Canon brand software products which Virtual Imaging sold to Customer.

(b) If for any reason Virtual Imaging is unable to obtain Equipment parts for the Equipment covered under this Agreement, Virtual Imaging may, without liability, cancel any balance of the Term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges made pursuant to this Agreement. If the cost of a part needed to Service the Equipment or a replacement part exceeds fifty percent (50%) of the Equipment's fair market value, such part will not be covered. Equipment or parts replaced or removed by Virtual Imaging in connection with this Agreement will become the sole property of Virtual Imaging, and Customer hereby disclaims any and all interest therein. Virtual Imaging may, without liability, terminate this Agreement if Customer relocates the Equipment from the present Customer Facility (as defined below) or removes or deletes any Equipment from Exhibit A without Virtual Imaging's prior written consent, which consent may be withheld in Virtual Imaging's sole discretion.

(c) Virtual Imaging will not be obligated to perform Service or provide Equipment Part Coverage on any Equipment damaged as a result of (i) any willful act, tampering, negligence, abuse or misuse of the Equipment; (ii) any Equipment service performed on the Equipment by anyone other than Virtual Imaging personnel or a third-party who has been expressly authorized by Virtual Imaging to perform such Equipment service on its behalf; or (iii) power failures or modifications, operator error, fire, water damage, terrorism, war, insurrection or an act of God. Customer will provide Virtual Imaging clear and safe access to the Equipment for purposes of providing Service, and will maintain a fully functional and safe working environment for Virtual Imaging's service representative to perform such Service.

EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY – VIRTUAL IMAGING EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE PARTS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE FURNISHING OF SERVICE BY VIRTUAL IMAGING PURSUANT TO THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT. VIRTUAL IMAGING WILL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE UNLESS CAUSED DIRECTLY BY VIRTUAL IMAGING'S NEGLIGENCE OR WILLFUL MISCONDUCT. THE LIABILITY OF VIRTUAL IMAGING ARISING UNDER OR RELATING TO THIS AGREEMENT WILL IN NO EVENT EXCEED THE FEE OR AMOUNT RECEIVED BY VIRTUAL IMAGING FROM CUSTOMER FOR THE SERVICE WHICH CAUSES ANY SUCH LIABILITY. IN NO EVENT WILL VIRTUAL IMAGING BE LIABLE FOR DAMAGES SUCH AS LOST INCOME OR LOST PROFITS, LOST DATA, OR ANY OTHER DIRECT, SPECIAL, INCIDENTIAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (WHETHER CONTRACT, STRICT LIABILITY OR TORT), IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES OR PARTS PROVIDED AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. Unless prohibited by law, no action arising out of or relating to this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the action accrued.

No Assignment – Customer will inform Virtual Imaging promptly in writing of any change of name, change of any office location, or change of legal form of its business. Customer cannot assign this Agreement without Virtual Imaging's prior written consent (which consent will be in Virtual Imaging's sole discretion), and any attempted assignment without such consent will be void.

Restrictions on Hiring Employees - Customer acknowledges that Virtual Imaging has invested considerable amounts of time and money in training its employees in the systems, procedures, methods, forms, reports, formulas, computer programs, plans, techniques and other valuable information that are proprietary and unique to Virtual Imaging's manner of conducting its business and that Virtual Imaging makes such information available to its employees, its parent and its affiliates, on a confidential basis. Therefore, Customer agrees that no employees of Virtual Imaging, its parent or its affiliates, will be hired by Customer or its subsidiaries, affiliates or facilities for the Term of this Agreement and twelve (12) months thereafter, and that Customer will not permit any employees of Virtual Imaging, its parent or its other affiliates to provide services for any Customer or any of its subsidiaries, affiliates or facilities indirectly (through consulting contracts, contracts with third parties that employ or otherwise retain any Virtual Imaging employees, or otherwise) for the Term of this Agreement and twelve (12) months thereafter. Customer agrees that if Customer or any of its subsidiaries, affiliates or facilities violates the conditions set forth in this Section, Customer will pay to Virtual Imaging, and Virtual Imaging will accept as liquidated damages and not as a penalty, an amount equal to two (2) times the annual salary of the employee(s) retained or allowed to work for Customer in violation of this Section. Customer agrees that the foregoing restrictions are reasonably necessary to protect Virtual Imaging's legitimate business interest, and that they are reasonable as to their scope and duration.

Miscellaneous - The headings in this Agreement are inserted for convenience of reference only and will not constitute a part hereof. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all previous proposals and agreements whether oral or written. Only those representations or statements contained in this Agreement will be binding upon Virtual Imaging as a warranty or otherwise. Customer's acceptance of the Agreement is expressly limited to these Terms and Conditions and the terms and conditions set forth elsewhere in this Agreement, and Customer may not modify, add, delete or otherwise alter any of the terms and conditions set forth in this Agreement. No amendment, modification or alternation of the terms and conditions set forth in this Agreement will be binding unless the same is set forth in a writing which expressly states such intent, and such writing is dated subsequent to the date hereof and approved and executed by a duly authorized officer of each party, unless otherwise provided herein. No work orders, service requests, purchase orders, invoices or similar instructions delivered to Virtual Imaging by Customer or otherwise made by Customer will amend, alter or modify this Agreement (except as provided in the preceding sentence), but rather will be deemed requests subject to, and in all cases superseded by and subject to, the terms and conditions of this Agreement. Neither party will be liable to the other for failure to perform because of causes or events beyond the control of the parties which cannot be foreseen (or if foreseeable, are unavoidable) and which prevent or hinder the performance of the party's obligations hereunder. No provision of this Agreement will be deemed waived by course of conduct, unless such waiver is made in a writing signed by the parties stating that it is intended specifically to modify this Agreement, nor will any course of conduct operate or be construed as a waiver of any subsequent breach of this Agreement, whether of a similar or dissimilar nature. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining terms and provisions will not be affected or impaired.

In the performance of Virtual Imaging's obligations under this Agreement, Virtual Imaging will at all times act as and be deemed an independent contractor. Nothing in this Agreement will be construed to render Virtual Imaging or any of its employees, agents or officers, an employee, joint venture, agent or partner of Customer. Neither party is authorized to assume or create any obligations or responsibilities, express or implied, on behalf of the other party, except as may be specifically provided for herein. The employees, methods, facilities and equipment of Virtual Imaging will at all times be under Virtual Imaging's exclusive direction and control.

Law Governing Agreement - This Agreement is made within the State of Florida and this Agreement and any dispute, claim or controversy between the parties arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of law provisions. Customer hereby consents to the exclusive jurisdiction and venue of either the U.S. District Court for the Southern District of Florida or the state courts located in Palm Beach County, Florida. Customer further agrees that all suits commenced by Customer against Virtual Imaging upon any and all causes of action, whether or not such causes of action have arisen under or relate to this Agreement and regardless of the legal theory upon which such causes of action are based, will be brought exclusively in either the U.S. District Court for the Southern District of Florida or the state courts located in Palm Beach County, Florida. **The parties irrevocably waive any right to a jury trial in any and all causes of action between them, whether or not such causes of action have arisen under or relate to this Agreement and regardless of the legal theory upon which such causes of action are based.**

Additional Terms and Conditions for Gold and Silver Service Plans

Equipment Part Coverage Exclusions - Consumable parts and/or supplies, including, but not limited to, Equipment batteries, glassware (which may include, but is not limited to, X-ray tubes, image intensifiers, and camera tubes), bulbs, styli, and any other parts or supplies that are replaced due to normal operation, or any other items which may be expressly excluded as noted on Page 1 of this Agreement or Exhibit A – Equipment Management Form of this Agreement, are not covered under this Agreement. For the avoidance of doubt, this Section does not apply to the Platinum Service Plan.

Additional Terms and Conditions for Platinum and Gold Service Plans

Hours of Service – Unless Virtual Imaging agrees in its sole discretion in writing to the contrary, Service will be provided during normal business hours Monday through Friday, 8:00 AM - 5:00 PM local time at the location of the Equipment specified in this Agreement (the "Customer Facility"), excluding Observed Holidays. Service after normal business hours, on weekends or on Observed Holidays may, in Virtual Imaging's sole discretion, be provided, but such Service will be billed as overtime at a rate of one and one-half (1.5) times Virtual Imaging's current billing rate. Because

Routine Preventative Maintenance can take up to four (4) hours to complete, Routine Preventative Maintenance will not begin later than 1:00 PM local time/Customer Facility unless otherwise agreed upon by Virtual Imaging and Customer in writing. Virtual Imaging reserves the right to withhold or discontinue Service if timely payment is not made as required by this Agreement. While no assurances can be given, Virtual Imaging will endeavor to (i) return all calls for Service received after 8:00 AM but prior to 3:00 PM local time/ Customer Facility within two (2) hours after the call has been received by Virtual Imaging's Call Center (561-893-8400) (calls received after 3:00 PM Customer Facility local time will result in a return call the next morning), and (ii) dispatch a Service representative on site within four (4) hours of the call being received by Virtual Imaging's Call Center after 8:00 AM but prior to 3:00 PM local time/Customer Facility (calls received after 3:00 PM local time/ Customer Facility may result in a service representative being dispatched the following morning).

Routine Preventive Maintenance - Routine Preventive Maintenance includes checking to confirm that the Equipment is functioning as per manufacturer's published specification and notifying Customer of any issues and suggested repairs. Virtual Imaging certified Field Service Engineers will provide Routine Preventive Maintenance at six (6) month intervals, during the regular hours of service as described in the "Hours of Service" Section above at a date and time that is mutually agreed upon by the Field Service Engineer and Customer. Virtual will contact Customer to establish the date and time for the Routine Preventative Maintenance, and Customer will make the Equipment and the area where the Equipment is located available to Virtual Imaging so that the Routine Preventive Maintenance can be completed on the scheduled date and time. If the Equipment or Equipment area is not made available on the scheduled date and time, or if Customer cancels the scheduled appointment, it will be Customer's responsibility to re-schedule the Routine Preventive Maintenance within sixty (60) days of the originally scheduled date by calling Virtual Imaging's Call Center at 561-893-8400. If the Routine Preventive Maintenance is not re-scheduled and completed within sixty (60) days of the originally scheduled date, Customer waives the right to receive Routine Preventive Maintenance for that six (6) month interval and will be required to wait until the next six (6) month interval, if applicable, to receive Routine Preventative Maintenance. Routine Preventive Maintenance should be considered as a line of defense against unplanned downtime and Equipment failure. Field Service Engineers will not be repairing the Equipment during the Routine Preventive Maintenance. Customer will be responsible for scheduling a request for repair service to address any issues identified during the Routine Preventive Maintenance. Depending upon the Service Plan selected by Customer, the Equipment parts necessary to repair the Equipment may not be covered and Customer will need to pay for such Equipment part replacement within thirty (30) days of its receipt of an invoice. For additional information, please refer to the "Service Plans Features" Section above.

Virtual Imaging		
07/01/2018 - 09/30/2018	$ 9,190.66	
Total 2018		$ 9,190.66
10/01/2018 - 12/31/2018	$ 9,190.66	
01/01/2019 - 03/30/2019	$ 9,190.66	
04/01/2019 - 06/30/2019	$ 9,190.66	
07/01/2019 - 09/30/2019	$ 9,190.66	
Total 2019		$ 36,762.64
10/01/2019 - 12/31/2019	$ 9,190.66	
01/01/2020 - 03/30/2020	$ 9,190.66	
04/01/2020 - 06/30/2020	$ 9,190.66	
07/01/2020 - 09/30/2020	$ 9,190.66	
Total 2020		$ 36,762.64
10/01/2020 - 12/31/2020	$ 9,190.66	
01/01/2021 - 03/31/2021	$ 9,190.66	
04/01/2021 - 06/30/2021	$ 9,190.66	
Total 2021		$ 27,571.98
Total of Service Agreement	$ 110,288	$ 110,288

OFFICE OF THE SHERIFF
ORDER REQUEST FORM

Request For: Security (Work Unit) | Jails (Division) | Corrections (Dept.)

Requestor: Lt. Earl Prescott (Name) | 7660 (ID #) | 630-5744 (Phone) | 6/7/2018 (Date)

Deliver To Location: John E Goode Pre-Trial Detention Facility 500 East Adams St. Jacksonville, FL 32202

Item No.	Description and Model No.	JSO Stock No.	QTY.	Unit Cost	Total
1	RadPRO SecurPASS PDF Main Lobby 3 year total with multi-year discount	Serial # 451		22,950.00	22950.00
2					
3	RadPRO SecurPASS PDF Intake 3 year total with multi-year discount	Serial # 452		22,950.00	22950.00
4					
5	RadPRO SecurPASS MCC B Building 3 year total with multi-year discount	Serial # 454		22,950.00	22950.00
6					
7	RadPRO SecurPASS MCC D Building 3 year total with multi-year discount	Serial # 455		22,950.00	22950.00
8					
9	RadPRO SecurPASS CTC 3 tear total with multi-year discount	Serial # 439		18,487.66	18,487.66
10	Prorated 1/22/19 thru 6/30/19				
11					
12					
13					
14					
15					
				TOTAL REQUEST	$110,388.00

Suggested Vendor: Virtual Imaging Inc. Vendor Phone: 954-5365110

Vendor Address / E-mail: 5600 Broken Sound Blvd. Boca Raton, FL. 33487 email: www.usa.canon.com/dr

☐ Proprietary
☑ Sole Source

If Proprietary / Sole Source, attach appropriate form and letter from vendor.

Special funding to be used for this purchase?
☐ Loan Pool / Banking Fund
☐ Grant *
☐ Trust Fund *

* Enter name and # of Grant or Trust Fund

Justification / Repetitive Request Authorization / Notes:

This is for a 3 year service warranty with a multi-year discount.

Approvals:

1. Signature | 7660 ID # | 06/07/2018 Date
2. Signature | 8835 ID # | 6/8/18 Date
3. Signature | 7105 ID # | 6/11/18 Date
4. Signature | 5839 ID # | 6/15/18 Date

Required approval level (per General Order 54):
$0 to $2,500 - Assistant Chief or higher
$2,501 to $5,000 - Chief or higher
$5,001 or more - Director or higher

Budget Office Use Only
Index _____ Subobject _____
Analyst _____ Date _____